Electric Delivery Service Schedule III. C. C. No. 17

## RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

current NERC tagging standards. Information on NERC tagging standards and procedures is available on the NERC home page.

- e) <u>Hourly Schedule Modifications</u>. The Transmission Customer may modify its hourly schedules on a "same-day" basis in accordance with the OATT. Specific procedures and time frames for these same-day schedule changes are listed on Ameren's OASIS home page under "OASIS Business Practices".
- f) Obligation to Deliver Scheduled Power and Energy. The Transmission Customer shall be obligated to deliver the power and energy that it schedules. If the RES or TSA fails to deliver the scheduled power and energy, or if the scheduled power and energy is inadequate, it may be subject to charges for unauthorized use if such charges are approved by the regulators.

# 4. Back-Up Service.

Back-Up Service is capacity that is capable of replacing a RES' scheduled energy supply in the event that it is completely or partially reduced, excluding the period during which the scheduled energy supply is provided by Spinning and Supplemental Reserve Services pursuant to the Company's OATT, Schedule Nos. 5 and 6. The RES may purchase and Company may sell Back-Up Service for RES firm service customers according to mutual agreement or the RES may arrange for Back-Up Service with a third party. If the Company provides Back-Up Service, it shall be under terms and conditions mutually agreeable under the Company's FERC Market Based Power Sales Tariff. If the RES purchases Back-up Service from the Company, there will be no charge for unauthorized use.

# RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

## 5. Technical Qualifications.

The Transmission Customer shall provide, or have arranged to provide, a 24 hour, 7 day per week, scheduling facility operation for coordination with Ameren control area and other control areas for scheduling changes, reserve implementation, curtailment orders or interruption plan implementation. The facility shall be staffed with individuals generally knowledgeable of electric industry operations and specifically knowledgeable of the operations prescribed in the RES Handbook. The personnel shall be competent to respond to the Company's requests to change schedules to accommodate system contingencies.

### G. METERING

- 1. Meters. Company will own, furnish, install, calibrate, test, and maintain all meters and all associated equipment used for retail billing and settlement purposes in its service area.
- 2. Meter Reading. Company will continue to read meters in its service area. If the Company is reasonably unable to read the meter when scheduled, or if the meter for any reason fails to accurately register the amount of electricity supplied or the demand of any customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those periods when the meter is not read or accurate, based on available data and estimation procedures commonly used by the Company. Metered data for retail billing and settlement purposes will be supplied to the RES pursuant to the processes described in the RES Handbook. Charges for this service, if any, are included in Rider 1, Miscellaneous Fees and Charges.
- 3. Metering Requirements. The Company will not require a retail customer to take additional metering or metering capability as a condition of taking delivery services unless the Commission finds, after notice and hearing, that additional metering or metering capability is required to meet reliability requirements. However, Non-standard Switching Service and Rider PRPS require the customer to have interval metering.
- 4. Request for Interval Metering. Interval meters are meters which provide continuous measurement of electric consumption such that usage information is available for discrete increments (e.g., hour by hour) throughout the metering period. A RES may request that interval meters be installed for customers at the RES's own expense. In this case, Ameren will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. Charges are included in Rider 1 Miscellaneous Fees and Charges, of the Delivery Services Schedule.

# RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

# H. RELEASE OF CUSTOMER INFORMATION TO RES.

1. Generic Information. Company will make available to RES, generic load shape information for each commercial and industrial customer rate class. This information will consist of weather normalized load shapes by rate class, with one value per hour for 8,760 hours. The load shape information will be available via the Internet and will be provided in a downloadable format for ease of use by RES.

In addition, Company will post on this site, historical usage data by hour for 8,760 hours for each of the sample meters to be used in the forecasting and load profiling process for settlement purposes. This data will consist of actual metered data (<u>not</u> weather normalized) and will be categorized by rate class. The data will be anonymous (no account or meter number provided) to ensure confidentiality. This data will also be downloadable. Failure by Company to provide one or more sample meter's data history shall not preclude the Company from using such sample meter in the forecasting and settlement process. Nor shall the Company be precluded from adding, deleting or replacing sample meters for use in the settlement process.

2. Customer Specific Information. A RES may request customer specific information that includes energy usage for the last 12 billing periods for customers who are enrolled to the RES. The Company will provide the usage history to the RES upon receipt of a DASR requesting such history on customers enrolled to the RES. Responses to requests for historical usage will include Customer Name, Account Number, Meter Number(s), Meter Read Dates, Kilowatt Hour Consumption, On-Peak and Off-Peak Demand & Energy (if available), and Interval Meter Data (if available). The historical monthly consumption reports will typically include data for the last twelve billing months, so long as this data is readily available on the customer information system. The report will generally be sent to the RES via EDI, but may be mailed or faxed, at the Company's option. Interval meter data will be sent via diskette or e-mail to the RES.

For each billing month that a retail customer is enrolled to the RES, the Company will provide to the RES the monthly usage data for each customer account. For monthly consumption data, the Company will send data via EDI. For interval data, the Company will provide data via diskette or e-mail.

The Company will not release to the RES billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the customer and presented to the Company.

# RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

A RES, who has a signed authorization from the customer and is acting as an authorized agent of the customer, may also request customer specific billing and usage information. The authorization form is the Request for Customer Billing and Usage History Form found in Appendix E, of the RES handbook. (A signed LOA is not sufficient authorization for release of this billing and usage information.) After the request has been validated, a historical billing and usage report will be mailed or faxed to the customer's billing address or to the address specified by the agent. Interval data will be sent via diskette or e-mail.

The historical monthly billing and usage reports include Customer Name, Account Number, Meter Number(s), Meter Read Dates, Kilowatt Hour Consumption, On-Peak and Off-Peak Demand & Energy (if available), Interval Meter Data (if available), and Revenues. The historical monthly consumption reports will typically include data for the last twelve billing months, as long as this data is readily available on the customer information system.

- 3. No Release of Information. No RES or other person who has obtained customer information provided by the Company shall release that customer information to any person other than the retail customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).
- 4. Nondiscriminatory Provision of Information. In providing information to the RES, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.

## I. BILLING

- 1. Billing Options. The RES shall have the option to include the Company's Delivery Services bill issued pursuant to its Delivery Services Tariff as part of the RES' bill. The RES may also choose to send its own bill and to have Company send its bill to the Delivery Services customer. The Company will not at this time provide billing services to the RES.
- 2. Single Billing Option ("SBO") The RES shall indicate whether or not it intends to do single billing during the registration process. A RES may only choose to do single billing if it is serving one hundred percent (100%) of a customer's load. If it chooses to do single billing, a Single Billing Agreement between the Company and the RES will be developed and executed before single billing may commence. A RES electing to offer the SBO must comply with the credit security requirements for single billing contained in the ICC Orders in Docket Nos. 98-0544 and 98-0649.

# RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

The RES electing to offer the SBO must elect to become only one of the following:

- a) Financially responsible for the delivery services bills rendered by Company for the accounts of RES retail customers ("SBO Guarantor") on payment due date; or
- b) A payment agent for delivery services customers ("SBO Agent"), requiring the RES to forward to Company any payments received from its retail customers for delivery services. The customer retains ultimate financial responsibility to Company for the delivery services bill.

Once the SBO designation is elected, a RES may designate any of its individual retail customers as SBO accounts or may choose not to designate individual accounts as SBO, in which case, Company and the RES will each issue separate bills.

- 3. SBO Guarantor. The Company shall consider any failure of a RES electing to be an SBO Guarantor to make payment of any bill that is collected or uncollected from a customer to Company by payment due date to be in Breach of the RES Tariff Service Agreement pursuant to Section J.3. of this tariff and the RES's election to do Single Billing may be terminated immediately. In such instances, the Company shall not initiate actions against the customers, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges. If payment is not received by payment due date, late charges will be added to any portion of such bill remaining unpaid in the sum equivalent to one and one-half (1-1/2) percent of the unpaid balance. A RES electing to be an SBO Guarantor shall receive a credit from Company in an amount specified in the RES Rates and Charges provisions of this tariff.
- 4. SBO Agent. The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its customer. The Company may enforce the terms of the Delivery Services Tariff against the customer for any act or failure of the RES as if the act or failure had been that of the customer. A failure on the part of the RES to transmit payments properly made by the customer to the RES shall not relieve the customer of its obligation to pay for Delivery Services provided under the Delivery Services Tariff. The RES shall not take any action that shall compromise the Company's rights to proceed against the customer under the Delivery Services Tariff for the customer's failure or the RES' failure to comply with that Tariff.

Payment from the RES acting as an SBO Agent is due to the Company on the payment due date. Any partial payments received by the RES shall first be used to pay the Company for the customer's Delivery Services to the extent of the partial payment. In the event Company is informed that a customer has paid the RES and that the RES failed to remit payments received from the customer by the payment due date, the Company shall notify the RES in writing of such failure. The RES shall either correct all remittance in arrears within two working days upon notification, or the RES

# RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

shall be deemed in Breach of the RES Tariff Service Agreement and the RES's election to do Single Billing shall be terminated immediately.

- 5. Form of Bill. The RES choosing the SBO shall include in its bill the Company name, billing line items, and amounts provided by the Company in the manner and format specified by the Company. The RES shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the RES by the Company. The Company will credit the RES in an amount equal to the additional costs actually incurred by the RES to perform mailing of such required bill inserts.
- 6. Payment Due Date. For bills rendered under either the SBO Guarantor or the SBO Agent election, the RES must provide remittance of payment to Company within fifteen (15) days from the date that the RES received the bill from Company. When the payment due date falls on other than a business day of the Company, such due date will be automatically extended to include the next following business day. Non-business days of the Company shall include Saturdays, Sundays, and the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve (the last day of regulator work schedule prior to Christmas Day, Christmas Day and New Year's Eve (the last day of regular work schedule prior to New Year's Day). Whenever a holiday falls on Sunday, the following Monday will not be considered a business day. Saturday holidays will be celebrated on the preceding Friday.
- 7. Form of Payment. All remittance of payment due the Company under the SBO shall be made via electronic funds transfer, in the form agreed by Company and the RES in the Single Billing Agreement. For RES acting as an SBO Agent, the remittance shall be accompanied by sufficient account detail to allow the Company to apply payments or partial payments to the appropriate customer accounts and line items, such form to be specified in the Single Billing Agreement. Payment remitted by electronic means shall be considered received as of the date the funds are electronically deposited to the Company's account.

# J. LOSS OF SERVICE TO RES.

- 1. <u>Termination of Certification by Illinois Commerce Commission</u>. The RES shall immediately notify the Company if the ICC suspends or revokes the RES' certification for any reason. Upon the effective date of the suspension or revocation of the RES' certification, the Company will cease to provide the RES service under this Tariff and shall so notify the RES' customers pursuant to the Delivery Services Tariff.
- 2. <u>Suspension of Service by the Company</u>. The Company may suspend the RES' right to receive service under this Tariff for any action or inaction that could, in the sole judgment of the

# RETAIL ELECTRIC SUPPLIER ("RES") TERMS AND CONDITIONS

Company, affect safety or system reliability, including, but not limited to, an action or inaction relating to scheduling and delivering electric energy and supplying capacity to meet the needs of its customers. If the action or inaction is related to an immediate safety or reliability concern, the Company may immediately suspend the RES and notify the RES of the suspension after the fact. Unless the suspension is related to an immediate safety or reliability concern, the Company will notify the RES in writing by mail or fax of the Company's intention to suspend the RES and the date of the suspension which shall be no less than ten (10) business days after the date of the notice. The Company shall cease to provide service to the RES under this Tariff on the date of suspension unless the RES corrects to the Company's satisfaction the action or inaction that affects safety or system reliability or the ICC directs the Company to continue to provide service under this Tariff.

3. Breach of the RES Tariff Service Agreement. The Company may suspend the RES' right to receive service under this Tariff for any breach of its agreement with the Company, including a breach of any obligation, representation or warranty contained in this Tariff. The Company will notify the RES in writing by mail or fax of the Company's intention to suspend the RES and the date of the suspension, which shall be no less than ten (10) business days after the date of the notice. The Company shall cease to provide service to the RES under this Tariff on the date of suspension unless the RES corrects the breach to the Company's satisfaction or the ICC directs the Company to continue to provide service under this Tariff.

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# FOR FUTURE USE

#### Rider TC – TRANSITION CHARGE

Applicable To Rates DS-1, DS-2, DS-3 and DS-4

#### **PURPOSE**

The purpose of this rider is to implement transition charges in conjunction with the offering of delivery services as authorized by Section 16-108 of the Public Utilities Act (Act) (220 ILCS 5/16-108) as amended by Public Act 90-561 on December 16, 1997.

## APPLICABILITY

This rider is applicable to all retail customers taking delivery services under tariffs DS-1, DS-2, DS-3 and DS-4, beginning with the date the customer first takes delivery services and continuing until December 31, 2006, or additional periods pursuant to Section 16-108 (f) of the Act.

In addition, as authorized by Section 16-108 (h) of the Act, this rider is applicable to retail customers in the Company's service area that do not take delivery services but that take electric power or energy from an alternative retail electric supplier or from an electric utility other than Company.

#### TRANSITION CHARGE FORMULA

The Transition Charge will be calculated using the following formula, based on Section 16-102 of the Act (220 ILCS 5/16-102):

$$TC = [(BSR - DSR - MV - MF) / Q] \times 100$$

where:

TC = Transition Charge per kWh. The amount in cents per kWh, rounded to the nearest .001 cents, to be charged for each kWh billed during any billing period for kWh delivered to a customer. TC shall not be applied if it is a negative number.

BSR = Base Service Revenues. The amount of revenue that Company would receive from retail customer(s) if it were serving such customers' electric power and energy requirements as a tariffed service based on the usage defined in Q below and the tariff and contract rates defined in Section 16-102, "Transition Charge", paragraph (1) (B) of the Act. Consistent with the law, the BSR will be reduced to remove charges for nuclear decommissioning.

Electric Delivery Service Schedule Ill. C. C. No. 17

# Rider TC – TRANSITION CHARGE

Applicable To Rates DS-1, DS-2, DS-3 and DS-4

DSR = Delivery Service Revenues. The amount of revenue, exclusive of transition charges, that Company would receive from retail customers for delivery services, assuming Company was serving retail customers on delivery service tariffs for all of their usage, as defined in Q below. Consistent with the law, the DSR will be reduced to remove charges for nuclear decommissioning. DSR is further defined as:

DSR = T + D + AS

where:

 $\underline{T = Transmission\ Service\ Revenues}$ . The amount of revenue that Company would receive for transmission delivery service from retail customer(s) under the Ameren Open Access Transmission Tariff (OATT), or its successors, as filed with the Federal Energy Regulatory Commission (FERC).

<u>D</u> = <u>Distribution Service Revenues</u>. The amount of revenue that Company would receive for distribution delivery service from retail customer(s) under Rates DS-1, DS-2, DS-3 and DS-4 of this Schedule.

AS = Ancillary Service Revenues. The amount of revenue that Company would receive for Scheduling, System Control and Dispatch Service (AS1), Reactive Supply and Voltage Control from Generation Sources Service (AS2), Regulation and Frequency Response Service (AS3), Energy Imbalance Service (AS4), Operating Reserve-Spinning Reserve Service (AS5) and Operating Reserve-Supplemental Reserve Service (AS6) from retail customer(s) for delivery services under the Ameren (OATT) Ancillary Services, or its successor as filed with FERC.

MV = Market Value of Power & Energy. The amount of electric power and energy that Company would have used to supply all of the customer(s) power and energy requirements, as a tariffed service, based on the usage defined in Q below times the market value determined in accordance with Section 16-112 of the Act (220 ILCS 5/16-112), as explained on Rider MV of this Schedule.

 $\underline{\text{MF}} = \underline{\text{Mitigation Factor}}$ . The amount of mitigation dollars for the customer(s) as defined in Section 16-102, "Transition Charges", paragraph (4) (A) & (B) of the Act. Such dollars shall be based on the usage defined in Q below and these factors:

## Rider TC – TRANSITION CHARGE

Applicable To Rates DS-1, DS-2, DS-3 and DS-4

Non-residential customer(s) The greater of: cents/kWh or the percentages of applicable base rates or contract rates as used in BSR applied to Q usage:

	Cents/Kwh	Percent of BSR
10/1/99 - 12/31/02	0.5 cents/kWh	8 %
Calendar 2003 & 2004	0.5 cents/kWh	10 %
Calendar 2005	0.6 cents/kWh	11 %
Calendar 2006	0.9 cents/kWh	12 %

<u>Residential customer(s)</u> These percentages of applicable base rates as used in BSR applied to Q usage:

	Percent of BSR
05/1/02 - 12/31/02	6 %
Calendar 2003 & 2004	7 %
Calendar 2005	8 %
Calendar 2006	10 %

Q = Quantity of Usage. Actual customer(s) usage during the three year period ending 90 days prior to the date on which such customer(s) were first eligible for delivery services pursuant to Section 16-104 of the Act, as defined in Section 102, "Transition Charge", paragraph (1) (A) of the Act.

#### ADMINISTRATION

a) Calculation by Classes of Customers - As required by Section 16-108 (g) of the Act, the calculation of TC will be done on a customer-specific basis for any retail customer that has an average monthly maximum electrical demand on the Company system of one (1) megawatt (MW) or more (including demand met by cogeneration or self-generation as defined in item e) below), provided that the customer meets the three year usage data requirement of that section and customer signs a contract that sets forth the transition charges to be paid by the customer, if requested by Company. All other delivery services customers will be included in the following classes of service for purposes of calculating TC: DS-1, DS-2, DS-3 and DS-4. When determination of MV takes into consideration a delivery service customer's load factor, on peak and/or off peak usage and/or service voltage level on the electric system to further break a class into sub-classes, the same sub-classes will be used to calculate Transition Charge.

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## Rider TC - TRANSITION CHARGE

Applicable To Rates DS-1, DS-2, DS-3 and DS-4

- b) Frequency of Calculation Following the initial calculation of TC, a recalculation will be made whenever one of the component factors of the formula changes, including, but not limited to, a new class becoming eligible for delivery services, a change in any of the factors affecting Delivery Service Revenues, periodic changes to Market Value as defined in Rider MV or the statutorily scheduled changes for the Mitigation Factor.
- c) Reporting The amount of any TC Factor shall be shown by customer classification group and delivery voltage level on an Information Sheet supplemental to this rider and filed with the Commission not later than 45 days before such TC Factor is to be applied in determining customer bills. The Information Sheet shall be accompanied by backup data showing the calculation of the TC Factor by these groups and voltage levels. Unless otherwise ordered by the Commission, each TC Factor shown on an Information Sheet filed in accordance with this paragraph shall become effective as indicated in the Information Sheet and shall remain in effect until superceded. The initial Information Sheet will be filed within one day of acceptance of this tariff by the Commission.
- d) Charges to Non-Delivery Services Customers As authorized by Section 16-108 (h) of the Act, Company will also collect TC from retail customers in the Company service area that do not take delivery services but that take electric power or energy from an alternative retail electric supplier (RES) or from an electric utility other than Company. Such charges will be calculated in accordance with the above formula for the period of time that the customer would be obligated to pay transition charges if it were taking delivery services, except that no deduction for DSR will be made in the calculation and class usage data will be used where historical usage data is not available for that individual customer. The customer shall be obligated to pay such charges on a lump sum basis on or before the date on which the customer commences to take service from the RES or other utility, provided that Company shall offer the customer the option of signing a contract pursuant to which the customer pays such charges ratably over the period in which the charges would otherwise have applied.
- e) Self-generation As required by Section 16-108 (j) of the Act, if a retail customer that obtains electric power and energy from cogeneration or self-generation facilities installed for its own use on or before January 1, 1997, subsequently takes service to which this rider is applicable for any portion of the customer's electric power and energy requirements formerly obtained from those facilities (including that amount purchased from the utility in lieu of such generation and not as standby power purchases, under a cogeneration displacement tariff in effect as of the effective date of this amendatory Act of 1997), the TC shall be reduced by the product of the TC and the ratio of the average number of kilowatt-hours per year obtained from such facilities to the average total number of kilowatt-hours per year used by the customer.

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## Rider TC - TRANSITION CHARGE

Applicable To Rates DS-1, DS-2, DS-3 and DS-4

## **TERMS & CONDITIONS**

Service under this tariff is also subject to the applicable Delivery Services Tariff, Delivery Services General Terms and Conditions and other provisions as may be applicable pursuant to Electric Delivery Service Schedule III. C. C. No. 17.

# RIDER 1 – MISCELLANEOUS FEES AND CHARGES

Applicable To Rates DS-1, DS-2, DS-3, DS-4, RES, PPOS, NNPS and PRPS

#### **PURPOSE**

The purpose of this Rider is to specify fees and charges applicable to services offered under various tariffs in Schedule III. C. C. No. 17 not specified elsewhere.

## FEES AND CHARGES

Switching Fees. Applicable to customers changing between power suppliers, or power supply tariffs of Company pursuant to the Delivery Service General Terms and Conditions Tariff. Such customers shall be required to pay a Switching Fee on the first bill rendered after the effective date of a switch.

Standard Switching Fee

\$5 per switch, applicable as follows:

Non-Standard Switching Fee

\$50 per meter per switch

Switching fees are applicable as follows:

Switch From:	Switch To:
Retail Bundled Service of Company	RES, Rider PPOS
RES	Rider PPOS, Rider NNPS, another RES, or Retail
	Bundled Service of Company
Rider PPOS	Rider NNPS, RES, or Retail Bundled Service of
	Company
Rider NNPS	Rider PPOS, RES, or Retail Bundled Service of
	Company

Non-Standard Demand Interval Data Charge. Applicable to customers or RES that have requested such metering to be installed for their account.

The following monthly charges shall apply per installation:

Demand Interval Data

\$20.00 per month per meter

Interval Meter Translation Fee

\$ 4.00 per month per meter

#### RIDER 1 – MISCELLANEOUS FEES AND CHARGES

Applicable To Rates DS-1, DS-2, DS-3, DS-4, RES, PPOS, NNPS and PRPS

Non-Standard Demand Interval Data Charge Applicable to a RES. The above charges and provisions shall also apply to a RES requesting the installation of Non-Standard Demand Interval Data on behalf of DS customers taking service from the RES. The RES shall be subject to the above charges and fees in lieu of customer, and shall pay such fees when billed by Company.

<u>Single Bill Option Credit ("SBO")</u>. Customers that elect to be billed for delivery services through their RES under the SBO shall receive a monthly bill credit from Company to be reflected on their billing from the RES as follows:

Rate DS-2 SBO Credit \$0.20 per bill per month
Rate DS-3 SBO Credit \$0.01 per bill per month
Rate DS-4 SBO Credit \$0.01 per bill per month

When the RES assumes all responsibility for the collection and remittance of delivery services billings of Company from its retail customers, the RES will be issued a credit by Company as set forth in the RES Terms and Conditions Tariff.

# TERMS AND CONDITIONS

Company shall own and maintain all metering and related equipment installed pursuant to this tariff.

Service under this tariff may also be subject to Municipal Tax Additions and other provisions as may be applicable pursuant to Electric Delivery Service Schedule Ill. C. C. No. 17.

# TERMS OF PAYMENT

Customer bills for service under this tariff shall be rendered and payments due in accordance with the Payment of Bills provision of the Delivery Services General Terms and Conditions Tariff.

Electric Delivery Service Schedule Ill. C. C. No. 17

#### RIDER PPOS - POWER PURCHASE OPTION SERVICE

#### **PURPOSE**

The purpose of this Rider is to offer a tariffed service in accordance with Section 16-110 of the Act (Act) (220 ILCS 5/16-110(b), as amended by Public Act 90-561 on December 16, 1997). The Company's Delivery Services customers may purchase pursuant to this Rider an amount of firm power and energy from the Company that is equal to the amount of power and energy that they receive under the Company's Delivery Services Tariff.

#### **ELIGIBILITY**

The Company shall provide firm power and energy pursuant to this Rider PPOS to any customer that meets the following conditions:

- 1. The customer has the right to receive and is receiving delivery service under the Company's Delivery Service Tariff;
- 2. The customer is paying a transition charge in accordance with Sections 16-108 and 16-110(b) of the Act; and
- 3. The customer has given the Company the required notification as specified in this Rider.

#### CHARGES

Administrative Charge	\$5 per customer per month
Market Value	The Market Value (MV) per kWh
	calculated for the customer's customer
	class pursuant to Rider MV.

Market Value (MV). The Company shall assign the customer to a customer classification that the Company develops pursuant to Rider MV. The Company shall assign the customer to the customer classification that, in the Company's opinion, most accurately reflects the customer's load characteristics for the historical period. The customer shall pay for each kWh of power and energy usage for each Service Period the market value calculated by the Company pursuant to Rider MV and in effect for that customer classification for the relevant billing cycles of the Service Period. The rate calculated pursuant to MV will be revised each year beginning in 2001 with the new MV effective with the billing cycles scheduled for January 16 of each year.

The rates as calculated by the Company pursuant to Rider MV shall apply to the usage occurring during each billing cycle month.

#### RIDER PPOS – POWER PURCHASE OPTION SERVICE

## SERVICE TERMS AND CONDITIONS.

- 1. <u>Notice</u>. On or before the first business day of any calendar month preceding the month in which service under the Rider is to commence, a customer may give notice to the Company that it will take service from the Company, under this Rider for the subsequent nominal twelve-month period (Service Period). In no event shall service under this Rider commence during the time period May 15 through September 15 of any year, beginning in 2001.
- 2. <u>Commencement and Duration of Service</u>. Service shall commence on the first meter reading date following the first full calendar month after notice is given and continue for the period of twelve consecutive billing cycles. In no event shall service commence during the time period May 15 through September 15, beginning in 2001. Service hereunder shall continue to renew for terms of twelve consecutive billing cycles unless terminated in accordance with this Rider.
- 3. <u>Termination of Service</u>. Service may be terminated effective only at the end of a Service Period (twelve consecutive billing cycles) or any twelve-month billing cycle Service Period thereafter. Service shall continue to renew for terms of twelve billing cycles unless terminated pursuant to proper notice to the Company, as follows:
  - a. <u>To a Retail Electric Supplier</u>. The customer may terminate service under this Rider in order to receive service from a Retail Electric Supplier pursuant to the Company's Delivery Services Tariff by the Retail Electric Supplier submitting the appropriate DASR within the required notice period prior to the scheduled meter read date at the end of a Service Period.
  - b. To the Company's Bundled Service. The customer may terminate service under this Rider in order to return to one of the Company's bundled services for which the customer is eligible, if available, by providing the Company thirty (30) days notice prior to the scheduled meter read date completing a twelve consecutive billing cycle Service Period. The customer shall thereafter take service from the Company pursuant to a bundled service tariff and shall not take Delivery Services pursuant to this Schedule for a period of twelve months. The customer may not, however, terminate service under this Rider to return to the Company's bundled services during the time period May 15 through September 15.
  - c. <u>Form of Notice</u>. The notice shall be in such form and contain such information as the Company may require. The Company may reject any notice that does not contain the required information.

#### RIDER PPOS - POWER PURCHASE OPTION SERVICE

- 4. <u>Assignment</u>. A customer may sell or assign its interest in the electric power and energy it has purchased pursuant to this Rider PPOS, consistent with Section 16-110(b) of the Act. The assignment clause contained in Section D, General Provisions of the Delivery Services General Terms and Conditions Tariff does not apply to power and energy purchased under this Rider PPOS, and the restriction on assignability of Delivery Services does not apply to the purchase of power and energy under Rider PPOS.
- 5. <u>Other Provisions</u>. Service under this Rider is also subject to the applicable Delivery Services tariff, Delivery Services General Terms and Conditions and other provisions as may be applicable pursuant to Electric Delivery Service Schedule III. C. C. No. 17.

#### TERMS OF PAYMENT

Customer's bills for service under this tariff shall be rendered and payments due in accordance with the Payment of Bills provision of the Delivery Services General Terms and Conditions tariff.

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# FOR FUTURE USE

Electric Delivery Service Schedule Ill. C. C. No. 17

#### RIDER NNPS - NO-NOTICE POWER SERVICE

#### PURPOSE

The purpose of this Rider is to provide Delivery Services customers with power and energy during periods when they have not provided proper advanced notice for a switch to: 1) another Retail Energy Supplier ("RES"); 2) Rider PPOS; or 3) an applicable and available Retail Bundled Service of Company. Once a Delivery Service customer satisfies the notice requirements for properly switching to one of the options above, it shall cease being served under this Rider effective with its next scheduled meter read or other effective date established by the Company.

### **CHARGES**

The monthly bill for service under this Rider NNPS is calculated using the following formula:

NNPS Bill Mo. = Standard Bill Mo. + (Price Mo. x Consumption Mo.) + Administrative Charge

where:

NNPS Bill Mo. = Customer's bill for NNPS service hereunder in the monthly billing period; the customer shall also pay for service under the appropriate Delivery Services tariff rate, including a transition charge, if any.

Standard Bill Mo.= The portion of customer's bill for service hereunder in the billing period based on the customer's base service power and energy charges. The base service power and energy charges are those charges stated on a cents per kilowatthour basis resulting from the Base Service Revenues less Delivery Service Revenues and Transition Charge as those terms are defined in Rider TC, times the customer Consumption Mo.

<u>Price Mo.</u> = The (incremental or decremental) price for monthly energy consumption determined consistent with the Energy Pricing Methodology described below.

<u>Consumption Mo</u>. = The customer's actual energy consumption provided by Company under this Rider for the monthly billing period.

Administrative Charge = The monthly administrative charge of \$5.00.

<u>Energy Pricing Methodology</u>. The Price Mo. used in this Rider NNPS shall be based on the lower of: a) the interchange market prices, or b) the Company's actual incremental costs for the billing period. The Price Mo. shall be updated weekly based on available data for the relevant billing period.